



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590



DEC 16 2002

REPLY TO THE ATTENTION OF:

C-14J

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Marcus A. Martin, Esq.
Highland Environmental Management
1630 30th Street
Suite 600
Boulder, Colorado 80301

Re: Dutch Boy Site

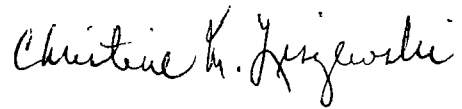
Dear Mr. Martin:

Enclosed is a proposed Administrative Order by Consent ("AOC"), pursuant to Section 106 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9606, by which your client would agree to undertake the removal actions determined by the United States Environmental Protection Agency ("U.S. EPA") to be necessary at the Dutch Boy Site, in Chicago, Illinois. In addition, by signing the AOC your client would agree to reimburse the United States for its costs of overseeing the removal actions performed under this Order and the costs which the United States has already incurred but have not been reimbursed at the Site in the approximate amount of \$65,853.62. While the enclosed has not been approved by the official having the legal authority to bind the U.S. EPA, if your client executes the document, the undersigned and the On-Scene Coordinator for this Site will recommend that the agency enter the AOC in its present form.

If your client wishes to settle this matter on the terms contained in the enclosed AOC, please have it executed by a duly authorized agent, and returned to me by no later than January 6, 2003. If you have any questions or concerns, please call me at (312)886-4670. If your client is unwilling to enter into the Order as written, we would appreciate being so advised without delay, so that the agency may undertake an alternative approach to deal with the serious situation at the Site.

Thank you for your cooperation in resolving this matter.

Sincerely,

A handwritten signature in cursive script, reading "Christine M. Liszewski". The signature is written in dark ink and is positioned above the typed name.

Christine M. Liszewski
Associate Regional Counsel

Enclosure

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5**

IN THE MATTER OF:	)	Docket No.
)	
Dutch Boy Site	)	ADMINISTRATIVE ORDER BY
Chicago, Illinois	)	CONSENT PURSUANT TO
	)	SECTION 106 OF THE
	)	COMPREHENSIVE
	)	ENVIRONMENTAL RESPONSE,
Respondent:	)	COMPENSATION, AND
	)	LIABILITY ACT OF 1980,
NL Industries, Inc.	)	as amended, 42 U.S.C.
	)	§ 9606(a)
)	

I. JURISDICTION AND GENERAL PROVISIONS

This Order is entered voluntarily by the United States Environmental Protection Agency ("U.S. EPA") and the Respondent. The Order is issued pursuant to the authority vested in the President of the United States by Sections 106(a), 107 and 122 of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. §§ 9606(a), 9607 and 9622. This authority has been delegated to the Administrator of the U.S. EPA by Executive Order No. 12580, January 23, 1987, 52 Federal Register 2923, and further delegated to the Regional Administrators by U.S. EPA Delegation Nos. 14-14-A, 14-14-C and 14-14-D, and to the Director, Superfund Division, Region 5, by Regional Delegation Nos. 14-14-A, 14-14-C and 14-14-D.

This Order provides for performance of removal actions and reimbursement of response costs incurred by the United States in connection with property located at 12000 to 12054 South Peoria Street and 901 to 935 West 120th Street in Chicago, Illinois (the "Dutch Boy Site" or the "Site"). This Order requires the Respondent to conduct removal actions described herein to abate an imminent and substantial endangerment to the public health, welfare or the environment that may be presented by the actual or threatened release of hazardous substances at or from the Site.

A copy of this Order will also be provided to the State of Illinois, which has been notified of the issuance of this Order pursuant to Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

Respondent's participation in this Order shall not constitute an admission of liability or of U.S. EPA's findings or

determinations contained in this Order except in a proceeding to enforce the terms of this Order. Respondent agrees to comply with and be bound by the terms of this Order. Respondent further agrees that it will not contest the basis or validity of this Order or its terms.

II. PARTIES BOUND

This Order applies to and is binding upon U.S. EPA, and upon Respondent and Respondent's heirs, receivers, trustees, successors and assigns. Any change in ownership or corporate status of Respondent including, but not limited to, any transfer of assets or real or personal property shall not alter such Respondent's responsibilities under this Order.

Respondent shall ensure that its contractors, subcontractors, and representatives comply with this Order. Respondent shall be responsible for any noncompliance with this Order.

III. FINDINGS OF FACT

Based on available information, including the Administrative Record in this matter, U.S. EPA hereby finds that:

1. The Dutch Boy Site is located at 12000 to 12054 South Peoria Street and 901 to 935 West 120th Street, Chicago, Cook County, Illinois, Latitude 41 degrees 40 minutes 29 seconds north, Longitude 87 degrees 38 minutes 29 seconds west. No buildings remain at the Site. Currently, approximately 20 percent of the Site is concrete-covered, and the remaining 80 percent is soil-covered. The Site is situated in a primarily industrial area. 120th Street borders the Site to the north, South Peoria Street borders the Site to the east, the Illinois Central Gulf Railroad borders the Site to the south, and an empty lot borders the Site to the west. The nearest residential areas are approximately 300 - 500 feet from the Site.
2. The Site is located in Block 7, and on a strip of land immediately south and adjacent to Block 7, in the first addition to West Pullman, a subdivision of the north east 1/4 of Section 29, Township 37 north, range 14 east of the Third Principal Meridian, located in the City of Chicago, Cook County, Illinois. The Site property consists of the eastern 375.20 feet of Block 7 (Parcel 1), and a strip of land, (Parcel 2) 375.20 feet by 30 feet, located immediately

adjacent and south of Block 7. The Site property, which is rectangular in shape, occupies 5.00 acres in Parcel 1, and approximately 0.25 acres in Parcel 2.

3. Parcel 1 was owned by NL Industries, Inc. ("NL") from 1937 to 1976. NL sold this parcel to ELT, Inc. in 1976. ELT, Inc. subsequently changed its name to Dutch Boy, Inc. In 1980, Dutch Boy, Inc. transferred its interest in this parcel to Goodwill Industries of Chicago, Illinois ("Goodwill") through a charitable donation agreement. Legal title to this parcel was held by American National Bank and Trust Co. of Chicago in trust for Goodwill. Sometime after 1980, Dutch Boy, Inc. changed its name to ARTRA Group, Inc. ("ARTRA"). In 1982, Goodwill sold its interest in Parcel 1 to John Heckens who subsequently sold his interest in Parcels 1 and 2 to M & T Enterprises, Inc. ("M & T") that same year. In 1984, M & T transferred its interest in Parcels 1 and 2 to Lavon Tarr. The City of Chicago is the current owner of the Site. The City acquired the property at a public sale of real estate for the non-payment of taxes held on October 17, 1996.
4. NL manufactured lead and lead-based paints at the Dutch Boy Site from 1906 through mid-1977. ARTRA manufactured lead-based paints at the Site from 1977 until 1980, when it sold its paint division to the Sherwin-Williams Company and donated the property to Goodwill. No further paint manufacturing was conducted at the Site after ARTRA transferred its interest in the property to Goodwill.
5. In 1983, M & T entered into an agreement with Randall Polk d/b/a Wrip Wrecking Co. to raze the steel and brick building on the Site. Wrecking operations commenced in 1983 and were terminated in 1986, when the Illinois Department of Public Health ("IDPH"), the Illinois Environmental Protection Agency ("IEPA") and the City of Chicago found lead and asbestos dust created by demolition activities posed an imminent danger to the community.
6. In 1986, IDPH notified IEPA that it had received notice of five cases of lead poisoning that were traced to the Dutch Boy Site. Three of the lead poisoning cases were in children between the ages of 8 to 11 who were apparently playing on the Site. One case involved a scavenger who was working on the Site. The source of the lead poisoning was attributed to solid lead particles which collected inside of and on the building structure and became airborne when disturbed by wrecking operations. Asbestos was also

detected inside the building structure.

7. In June 1986, IEPA initiated an immediate removal at the Site. This removal was done in three phases. During Phase I in June 1986, IEPA removed and disposed of surficial solids, both suspected and known to contain lead and/or asbestos. During Phase II in November 1986, IEPA sampled, analyzed and disposed of liquids, solids and sludges contained in all above-ground and underground storage tanks (USTs). IEPA also removed and disposed of all existing process/production equipment and debris located in and around the building, baghouses, mixing tanks, screw conveyors, hoppers, masonry rubble, and asbestos in and around the building. The freestanding walls of the building and all outbuildings were also demolished. During Phase III in 1987, IEPA assessed the structural integrity of the USTs and concluded that they were structurally sound and did not leak. IEPA also sampled and analyzed the soil for lead contamination. Results showed that 130 cubic yards of soil on and adjacent to the site contained greater than 5 milligrams per liter ("mg/L") of Extraction Procedure ("EP") toxicity lead and approximately 140 cubic yards of soil contained greater than 1% lead. An EP toxicity level equal to or greater than 5 mg/L was considered hazardous under the RCRA regulations in effect at that time. IEPA did not remove the soil.
8. In June 1987, Toxcon Engineering Company, Inc. ("Toxcon") conducted a field investigation at the Site on behalf of NL. Samples were taken at 34 locations on-site and in the parkway across the street from the Site. Analytical results of lead samples taken at two locations indicated high total lead levels. A soil sample taken from the northeast portion of the Site had a total lead level of 11,400 milligrams per kilogram ("mg/kg") or parts per million ("ppm"). A second sample taken from the west side of the Site had a total lead level of 50,000 mg/kg. This sample also had an EP toxicity level of 41 mg/L. In addition, a third sample taken from the parkway northeast of the site had an EP toxicity level of 4.6 mg/L. Based on these sample results and discussions with IEPA, Toxcon conducted additional field sampling in February 1988 and concluded that there was one on-site area and two off-site areas containing EP toxicity lead greater than 5 mg/L.
9. In 1991, U.S. EPA's contractor, Ecology and Environment, Inc. ("E & E") conducted an off-site reconnaissance of the Dutch Boy Site. E & E observed no hazardous waste but found

small piles of general household and construction refuse scattered throughout the Site. E & E also observed a homeless person occupying the 3-story building at the Site. Since abandoned building structures containing hazardous substances and contaminated soils surrounding these structures were still present at the Site, E & E concluded that release of hazardous substances to the air was still a potential threat to human health. E & E recommended that the Site be secured to prevent access by the public and that samples of the building structures and soils be taken to determine whether the release of hazardous substances from the Site posed a potential threat to the community.

10. On August 10, 1993, U.S. EPA, IEPA and E & E staff conducted a site assessment at the Dutch Boy Site. They observed that mattresses and a cooking area had been established at the Site and concluded that homeless persons may have temporarily sheltered there. They found no soil piles or exposed soils on the Site and took no soil samples.
11. On August 25 and 26, 1993, Simon Hydro-Search, Inc. ("Simon") conducted an environmental assessment at the Site on behalf of NL. Eleven soil samples were collected from seven on-site locations. Results show elevated levels of lead in the soil in two areas. In the area of the loading dock/railroad spur on the west side of the Site, total lead levels as high as 45,700 mg/kg and Toxicity Characteristic Leaching Procedure ("TCLP") levels as high as 694 mg/L were found. In the parkway outside the northeast corner of the Site, a total lead level of 19,200 mg/kg and a TCLP level of 98.4 mg/L were found in one location. Any solid waste that contains lead at levels equal to a greater than 5 mg/L is regulated as a RCRA hazardous waste.
12. On May 10, 1994, Harza Environmental Services, Inc. ("Harza") conducted a site investigation at the Site on behalf of the City of Chicago. Harza collected and analyzed 13 wipe samples and 13 scrape samples from the 3-story mill building at the Site. Seven of the 13 wipe samples and 8 of the 13 scrape samples met the IDPH definition of a lead-bearing substance. Six soil samples retrieved from vertical depth intervals of between 6 and 15 feet were analyzed for TCLP lead. One other soil sample was collected at a depth interval of 1.0 and 2.5 feet. All soil samples had TCLP lead levels at below the RCRA level for hazardous waste.
13. On June 8, 1995, a U.S. EPA on-scene coordinator ("OSC") and staff from E & E and Harza Environmental Services, Inc.

conducted another site assessment at the Dutch Boy Site. They found indications that vagrants were living at the Site. Six soil samples were collected and analyzed for lead. Total lead was detected in on-site soils at concentrations ranging from 1,540 mg/kg to 31,700 mg/kg. A total lead level of 21,200 mg/kg was found in a sample collected from the east side of the building structure near a fire hydrant in the parkway. A total lead level of 31,700 mg/kg was found in another sample collected from the east side of the northernmost loading dock on the west side of the Site. This sample also had a TCLP level of 351 mg/L. In its August 25, 1995 Site Assessment Report, E & E concluded that, since lead is a cumulative poison with documented acute and chronic health effects including kidney damage, anemia, decreased fertility, birth defects and depression of the central nervous system, the Dutch Boy Site should be secured and an extent of contamination study should be conducted to determine the extent of lead-contaminated soil present at the Site.

14. On November 17, 1995, U.S. EPA notified the present owner and the past owners and operators of the Site of their potential liability for cleanup of the Site. In addition, U.S. EPA requested that these potentially responsible parties (PRPs) notify U.S. EPA if they would be willing to enter into an administrative consent order under which they would perform or finance Site-cleanup activities. None of the PRPs agreed to enter into such an order with U.S. EPA.
15. In February 1996, U.S. EPA's contractor, Science Applications International Corporation ("SAIC"), reviewed a number of reports on the Dutch Boy Site and assessed the likelihood of a potential release of lead from the manufacturing processes conducted at the Site. Using conservative estimates of air emissions, SAIC calculated that approximately 166 tons of lead were released into the air between 1906 and 1980 from the manufacturing activities at the Site. Assuming that each of the manufacturing processes at the Site had a short stack and low exit velocity and temperature, SAIC found that most of the stack emissions would have settled out within several hundred feet of the stack.
16. In February 1996, U.S. EPA prepared an interim final risk assessment for the Dutch Boy Site. The risk assessment assumed that the Site would be used for an occupational scenario and that it would not be frequented by small children. Based on these assumptions, U.S. EPA calculated a

risk-based clean-up goal of 1,400 ppm as the average concentration of lead in soil which would allow for risks within an acceptable range. In addition, the risk assessor recommended that any hot spots which are significantly higher than the 1,400 ppm be remediated even if, when averaged, they contribute to an acceptable range of risk.

17. On March 26, 1996, U.S. EPA issued a unilateral administrative order (the "Order") to NL under Section 106(a) of CERCLA, 42 U.S.C. § 9606(a). The Order requires, among other things, that NL perform an extent of contamination survey, develop a risk management plan and implement the alternative approved by U.S. EPA to abate the hazards associated with lead-contaminated soils both on-site and beyond the boundaries of the Site.
18. In 1997, Environ International Corporation ("Environ"), on behalf of NL, conducted an extent of contamination survey at the Site. The purpose of the survey was to evaluate the vertical and horizontal extent of lead contamination in soil at the Site and beyond the boundaries of the Site. Soil containing lead concentrations greater than the 1,400 mg/kg cleanup goal was generally found in the unpaved western portion of the Site in the vicinity of the loading dock. Sampling of residences in the vicinity of the Site has not yet been completed.
19. On December 10, 1998, Environ prepared a Risk Management Plan for the Site. Several alternatives to address exposed lead-contaminated soils in the unpaved areas of the Site were considered in the Risk Management Plan. The alternative proposed by Environ and approved by U.S. EPA was removal and off-site disposal of the top two feet of soil in the vicinity of the loading dock in the western unpaved portion of the Site, backfilling, and containment of the remaining soil with a compacted, vegetated soil cover.
20. On March 6, 1999, Environmental Strategies Corporation ("ESC"), on behalf of NL, prepared a Remedial Design/Remedial Action ("RD/RA") Work Plan to implement the alternative approved by U.S. EPA to abate the risks associated with lead-containing soil at the Site. U.S. EPA approved the RD/RA Work Plan with modifications on April 23, 1999.
21. In June 1999, NL and the City of Chicago entered into a consent decree (the "Consent Decree") in the Circuit Court of Cook County, Illinois which required, among other things,

that NL complete the on-site work required by U.S. EPA under the Order and perform additional on-site work. The Consent Decree required, among other things, that NL excavate, treat, and dispose of soils found under certain paved areas of the Site that contained lead concentrations above the 1,400 mg/kg cleanup level at an off-site disposal facility.

22. On July 1, 1999, ESC prepared a Supplemental Remedial Action ("SRA") Work Plan pursuant to the Consent Decree with the City of Chicago. ESC revised the SRA Work Plan on August 8, 1999.
23. From May 6, 1999 to October 22, 1999, NL conducted the on-site work required by the RD/RA Work Plan and the SRA Work Plan. ESC excavated approximately 11,969 tons of lead-contaminated soil from the Site, including 7,848 tons of soil from the unpaved area of the Site, 1,046 tons of soil from the parkway area, and 3,075 tons of soil from the paved area of the Site. In addition, ESC removed nine underground storage tanks and lead-contaminated soil from the area around the tanks. ESC prepared a Remedial Action Report on December 22, 1999. This report does not address off-site activities required by the Order. NL has not yet completed sampling and cleanup activities in the off-site areas. In a March 27, 2000 letter, U.S. EPA approved the Remedial Action Report.
24. In June 1999, the City of Chicago enrolled the Site into the Site Remediation Program administered by IEPA pursuant to 35 Illinois Administrative Code Part 740 with the objective of obtaining a No Further Remediation letter for the Site. As part of its cleanup and investigation of the Site, the City, through its contractor Earth Tech, conducted cleanup and demolition activities at the Site between July 2000 and February 2001. These activities included surface debris removal, basement investigation, abatement and remediation, and demolition of remaining above grade structures.
25. In May 2001, Tetra Tech EM Inc, on behalf of the City, conducted soil sampling at the Site as part of a Comprehensive Site Investigation ("CSI"). Sampling results show lead-contaminated surface soil in the central and southern portion of the Site. The pavement in these areas of the Site was removed as part of the demolition activities undertaken at the Site by the City between July 2000 and February 2001. The sampling results are documented in a January 7, 2002 CSI Report prepared by Tetra Tech EM Inc.

26. In September 2001, Tetra Tech EM Inc., on behalf of U.S. EPA, conducted a Site Assessment during which it collected soil samples at the Site. Sample results show high total lead concentrations and TCLP lead concentrations in surface soil samples collected from the south-central portion of the Site. Total lead concentrations in these samples ranged from 758 to 69,180 mg/kg. TCLP lead concentrations in these samples ranged from 5.62 to 120 mg/l.

IV. CONCLUSIONS OF LAW AND DETERMINATIONS

Based on the Findings of Fact set forth above, and the Administrative Record supporting these removal actions, U.S. EPA has determined that:

1. The Dutch Boy Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).
2. Lead is a "hazardous substance" as defined by Section 101(14) of CERCLA, 42 U.S.C. § 9601(14).
3. Respondent is a "person" as defined by Section 101(21) of CERCLA, 42 U.S.C. § 9601(21).
4. Respondent NL is a person who at the time of disposal of any hazardous substances owned or operated the Dutch Boy Site, or who arranged for disposal or transport for disposal of hazardous substances at the Dutch Boy Site. Respondent therefore may be liable under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a).
5. The conditions described in the Findings of Fact above constitute an actual or threatened "release" of a hazardous substance from the facility into the "environment" as defined by Sections 101(8) and (22) of CERCLA, 42 U.S.C. §§ 9601(8) and (22).
6. The conditions present at the Site constitute a threat to public health, welfare, or the environment based upon the factors set forth in Section 300.415(b)(2) of the National Oil and Hazardous Substances Pollution Contingency Plan, as amended ("NCP"), 40 CFR § 300.415(b)(2). These factors include, but are not limited to, the following:
 - a. Actual or potential exposure to nearby human populations, animals, or the food chain from hazardous substances, pollutants or contaminants:

This factor is present at the Site due to the existence of high levels of lead in the soils at the Site. A Site Assessment performed in September 2001 by Tetra Tech EM, Inc., a contractor to U.S EPA, found total lead concentrations in certain samples collected from exposed soil at the Site in concentrations ranging from 758 to 69,180 mg/kg. In addition, TCLP lead concentrations in some samples ranged from 5.62 to 120 mg/L. The RCRA regulatory limit is 5 mg/L. Lead is a cumulative poison with documented acute and chronic health effects. Lead can affect almost every organ and system in the human body. At high levels, lead can cause weakness in the extremities, memory loss, anemia, and damage to the male reproductive system. Residential and commercial areas border the Site on the east, north, and south. The site is surrounded by a fence; however, Tetra Tech observed several holes in the fence during the Site Assessment. Therefore, pathways exist for direct human exposure to lead-contaminated surface soil.

b. High levels of hazardous substances or pollutants or contaminants in soils largely at or near the surface, that may migrate:

This factor is present at the Site due to the existence of high total lead levels and TCLP-lead concentrations at levels that characterize the contaminated soil as a hazardous waste under RCRA. The lead in the soil may migrate via runoff into storm sewers and road ditches after heavy rains and/or migrate via airborne dust particulates under dry weather conditions.

c. Weather conditions that may cause hazardous substances or pollutants or contaminants to migrate or be released:

This factor is present at the Site due to the existence of high levels of lead in surface soil and the potential for migration of lead-contaminated soils off Site via surface water runoff after heavy rains and/or the potential for migration of lead through airborne dust particulates under dry weather conditions.

7. The actual or threatened release of hazardous substances from the Site may present an imminent and substantial endangerment to the public health, welfare, or the environment within the meaning of Section 106(a) of CERCLA, 42 U.S.C. § 9606(a).

8. The removal actions required by this Order, if properly

performed under the terms of this Order, are consistent with the NCP. The removal actions required by this Order are necessary to protect the public health, welfare, or the environment.

V. ORDER

Based upon the foregoing Findings of Fact, Conclusions of Law and Determinations, it is hereby ordered and agreed that Respondent shall comply with the following provisions, including but not limited to all documents attached to or incorporated into this Order, and perform the following actions:

1. Designation of Contractor, Project Coordinator, and On-Scene Coordinator

Respondent shall perform the removal actions required by this Order itself or retain a contractor to implement the removal actions. Respondent shall notify U.S. EPA of Respondent's qualifications or the name and qualifications of such contractor, whichever is applicable, within 5 calendar days of the effective date of this Order. Respondent shall also notify U.S. EPA of the name and qualifications of any other contractors or subcontractors retained to perform work under this Order at least 5 calendar days prior to commencement of such work. U.S. EPA retains the right to disapprove of the Respondent or any of the contractors and/or subcontractors retained by the Respondent. If U.S. EPA disapproves a selected contractor, Respondent shall retain a different contractor within 2 calendar days following U.S. EPA's disapproval and shall notify U.S. EPA of that contractor's name and qualifications within 3 calendar days of U.S. EPA's disapproval.

Within 5 calendar days after the effective date of this Order, the Respondent shall designate a Project Coordinator who shall be responsible for administration of all the Respondent's actions required by the Order. Respondent shall submit the designated coordinator's name, address, telephone number, and qualifications to U.S. EPA. To the greatest extent possible, the Project Coordinator shall be present on-site or readily available during site work. U.S. EPA retains the right to disapprove of any Project Coordinator named by the Respondent. If U.S. EPA disapproves a selected Project Coordinator, Respondent shall retain a different Project Coordinator within 3 calendar days following U.S. EPA's disapproval and shall notify U.S. EPA of that person's name and qualifications within 4 calendar days of U.S. EPA's disapproval. Receipt by Respondent's Project Coordinator of any notice or communication from U.S. EPA relating

to this Order shall constitute receipt by Respondent.

The U.S. EPA has designated Brad Bradley of the Remedial Response Branch, Region 5, as its On-Scene Coordinator ("OSC"). Respondent shall direct all submissions required by this Order to the OSC at 77 West Jackson Boulevard, SR-6J, Chicago, Illinois 60604-3590 by certified or express mail. Respondent shall also send a copy of all submissions to Christine M. Liszewski, Associate Regional Counsel, 77 West Jackson Boulevard, C-14J, Chicago, Illinois, 60604-3590. All Respondents are encouraged to make their submissions to U.S. EPA on recycled paper (which includes significant postconsumer waste paper content where possible) and using two-sided copies.

U.S. EPA and Respondent shall have the right, subject to the immediately preceding paragraph, to change their designated OSC or Project Coordinator. U.S. EPA shall notify the Respondent, and Respondent shall notify U.S. EPA, as early as possible before such a change is made, but in no case less than 24 hours before such a change. The initial notification may be made orally but it shall be promptly followed by a written notice.

2. Work to Be Performed

Respondent shall perform, at a minimum, the following removal actions:

- a. Provide and maintain Site security around areas of the Site with exposed soil contaminated with total lead greater than 1,400 mg/kg and/or TCLP lead greater than 5 mg/L.
- b. Post signs around the areas described in a. above warning passersby that hazardous substances are present in these areas of the Site.
- c. Excavate all exposed soils contaminated with total lead greater than 1,400 mg/kg and/or TCLP lead greater than 5 mg/L.
- d. Consolidate excavated soils and transport to an off-site disposal facility that is in compliance with the U.S. EPA Off-site Rule, 40 C.F.R. § 300.440.
- e. Perform confirmatory sampling in the excavated areas to ensure that all contaminated soils exceeding the cleanup levels specified in d. above have been removed.
- f. Backfill excavated areas with soil that has been confirmed to be clean via analytical testing.

2.1 Work Plan and Implementation

Within 10 calendar days after the effective date of this Order, the Respondent shall submit to U.S. EPA for approval a draft Work Plan for performing the removal activities set forth above. The draft Work Plan shall provide a description of, and an expeditious schedule for, the actions required by this Order.

U.S. EPA may approve, disapprove, require revisions to, or modify the draft Work Plan. If U.S. EPA requires revisions, Respondent shall submit a revised draft Work Plan within 7 calendar days of receipt of U.S. EPA's notification of required revisions. Respondent shall implement the Work Plan as finally approved in writing by U.S. EPA in accordance with the schedule approved by U.S. EPA. Once approved, or approved with modifications, the Work Plan, the schedule, and any subsequent modifications shall be fully enforceable under this Order. Respondent shall notify U.S. EPA at least 48 hours prior to performing any on-site work pursuant to the U.S. EPA approved Work Plan. Respondent shall not commence or undertake any removal actions at the Site without prior U.S. EPA approval.

2.2 Health and Safety Plan

Within 10 calendar days after the effective date of this Order, the Respondent shall submit for U.S. EPA review and comment a plan that ensures the protection of the public health and safety during performance of on-site work under this Order. This plan shall comply with applicable Occupational Safety and Health Administration ("OSHA") regulations found at 29 CFR Part 1910. If U.S. EPA determines it is appropriate, the plan shall also include contingency planning. Respondents shall incorporate all changes to the plan recommended by U.S. EPA, and implement the plan during the pendency of the removal action.

2.3 Quality Assurance and Sampling

All sampling and analyses performed pursuant to this Order shall conform to U.S. EPA direction, approval, and guidance regarding sampling, quality assurance/quality control ("QA/QC"), data validation, and chain of custody procedures. Respondent shall ensure that the laboratory used to perform the analyses participates in a QA/QC program that complies with U.S. EPA guidance.

Upon request by U.S. EPA, Respondent shall have such a laboratory analyze samples submitted by U.S. EPA for quality assurance monitoring. Respondent shall provide to U.S. EPA the quality

assurance/quality control procedures followed by all sampling teams and laboratories performing data collection and/or analysis. Respondent shall also ensure provision of analytical tracking information consistent with OSWER Directive No. 9240.0-2B, "Extending the Tracking of Analytical Services to PRP-Lead Superfund Sites."

Upon request by U.S. EPA, Respondent shall allow U.S. EPA or its authorized representatives to take split and/or duplicate samples of any samples collected by Respondent or its contractors or agents while performing work under this Order. Respondent shall notify U.S. EPA not less than 4 calendar days in advance of any sample collection activity. U.S. EPA shall have the right to take any additional samples that it deems necessary.

2.4 Post-Removal Site Control

In accordance with the Work Plan schedule, or as otherwise directed by the OSC, Respondent shall submit a proposal for post-removal site control, consistent with Section 300.415(l) of the NCP, 40 CFR § 300.415(l), and OSWER Directive 9360.2-02. Upon U.S. EPA approval, Respondent shall implement such controls and shall provide U.S. EPA with documentation of all post-removal site control arrangements.

2.5 Reporting

Respondent shall submit a monthly written progress report to U.S. EPA concerning actions undertaken pursuant to this Order, beginning 30 calendar days after the date of U.S. EPA's approval of the Work Plan, until termination of this Order, unless otherwise directed in writing by the OSC. These reports shall describe all significant developments during the preceding period, including the work performed and any problems encountered, analytical data received during the reporting period, and developments anticipated during the next reporting period, including a schedule of work to be performed, anticipated problems, and planned resolutions of past or anticipated problems.

Any Respondent that owns any portion of the Site shall, at least 30 calendar days prior to the conveyance of any interest in real property at the Site, give written notice of this Order to the transferee and written notice of the proposed conveyance to U.S. EPA and the State. The notice to U.S. EPA and the State shall include the name and address of the transferee. The party conveying such an interest shall require that the transferee will provide access as described in Section V.3 (Access to Property

and Information).

2.6 Final Report

Within 60 calendar days after completion of all removal actions required under this Order, the Respondent shall submit for U.S. EPA review a final report summarizing the actions taken to comply with this Order. The final report shall conform to the requirements set forth in Section 300.165 of the NCP, 40 CFR § 300.165. The final report shall also include a good faith estimate of total costs incurred in complying with the Order, a listing of quantities and types of materials removed off-site or handled on-site, a discussion of removal and disposal options considered for those materials, a listing of the ultimate destinations of those materials, a presentation of the analytical results of all sampling and analyses performed, and accompanying appendices containing all relevant documentation generated during the removal action (e.g., manifests, invoices, bills, contracts, and permits).

The final report shall also include the following certification signed by a person who supervised or directed the preparation of that report:

Under penalty of law, I certify that, to the best of my knowledge, after appropriate inquiries of all relevant persons involved in the preparation of this report, the information submitted is true, accurate, and complete.

3. Access to Property and Information

Respondent shall provide or obtain access to the Site and off-site areas to which access is necessary to implement this Order, and shall provide access to all records and documentation related to the conditions at the Site and the actions conducted pursuant to this Order. Such access shall be provided to U.S. EPA employees, contractors, agents, consultants, designees, representatives, and State of Illinois representatives. These individuals shall be permitted to move freely at the Site and appropriate off-site areas in order to conduct actions which U.S. EPA determines to be necessary. Respondent shall submit to U.S. EPA, upon request, the results of all sampling or tests and all other data generated by Respondent or its contractor, or on the Respondent's behalf during implementation of this Order.

Where work under this Order is to be performed in areas owned by or in possession of someone other than Respondent, Respondent shall use its best efforts to obtain all necessary access

agreements within 14 calendar days after the effective date of this Order, or as otherwise specified in writing by the OSC. Respondent shall immediately notify U.S. EPA if, after using its best efforts, it is unable to obtain such agreements. Respondent shall describe in writing its efforts to obtain access. U.S. EPA may then assist Respondent in gaining access, to the extent necessary to effectuate the response actions described herein, using such means as U.S. EPA deems appropriate. Respondent shall reimburse U.S. EPA for all costs and attorneys fees incurred by the United States in obtaining such access.

4. Record Retention, Documentation, Availability of Information

Respondent shall preserve all documents and information, in its possession or the possession of its contractors, subcontractors or representatives, relating to work performed under this Order, or relating to the hazardous substances found on or released from the Site, for six years following completion of the removal actions required by this Order. At the end of this six year period and at least 60 days before any document or information is destroyed, Respondent shall notify U.S. EPA that such documents and information are available to U.S. EPA for inspection, and upon request, shall provide the originals or copies of such documents and information to U.S. EPA. In addition, Respondent shall provide documents and information retained under this Section at any time before expiration of the six year period at the written request of U.S. EPA. Any information that Respondent is required to provide or maintain pursuant to this Order is not subject to the Paperwork Reduction Act of 1995, 44 U.S.C. § 3501 et seq.

5. Off-Site Shipments

All hazardous substances, pollutants or contaminants removed off-site pursuant to this Order for treatment, storage or disposal shall be treated, stored, or disposed of at a facility in compliance, as determined by U.S. EPA, with the U.S. EPA Off-Site Rule, 40 CFR § 300.440, 58 Fed. Reg. 49215 (Sept. 22, 1993).

6. Compliance With Other Laws

Respondent shall perform all actions required pursuant to this Order in accordance with all applicable local, state, and federal laws and regulations except as provided in Section 121(e) of CERCLA, 42 U.S.C. § 9621(e), and 40 CFR § 300.415(j). In accordance with 40 CFR § 300.415(j), all on-site actions required pursuant to this Order shall, to the extent practicable, as determined by U.S. EPA, considering the exigencies of the

situation, attain applicable or relevant and appropriate requirements under federal environmental or state environmental or facility siting laws.

7. Emergency Response and Notification of Releases

If any incident, or change in Site conditions, during the activities conducted pursuant to this Order causes or threatens to cause an additional release of hazardous substances from the Site or an endangerment to the public health, welfare, or the environment, the Respondent shall immediately take all appropriate action to prevent, abate or minimize such release or endangerment caused or threatened by the release. Respondent shall also immediately notify the OSC or, in the event of his/her unavailability, shall notify the Regional Duty Officer, Emergency Response Branch, Region 5 at (312) 353-2318, of the incident or Site conditions. If Respondent fails to respond, U.S. EPA may respond to the release or endangerment and reserve the right to recover costs associated with that response.

Respondent shall submit a written report to U.S. EPA within 7 calendar days after each release, setting forth the events that occurred and the measures taken or to be taken to mitigate any release or endangerment caused or threatened by the release and to prevent the reoccurrence of such a release. Respondent shall also comply with any other notification requirements, including those in Section 103 of CERCLA, 42 U.S.C. § 9603, and Section 304 of the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. § 11004.

VI. AUTHORITY OF THE U.S. EPA ON-SCENE COORDINATOR

The OSC shall be responsible for overseeing the implementation of this Order. The OSC shall have the authority vested in an OSC by the NCP, including the authority to halt, conduct, or direct any work required by this Order, or to direct any other response action undertaken by U.S. EPA or Respondent at the Site. Absence of the OSC from the Site shall not be cause for stoppage of work unless specifically directed by the OSC.

VII. REIMBURSEMENT OF COSTS

Respondent shall pay all past response costs and oversight costs of the United States related to the Site that are not inconsistent with the NCP. Within 30 calendar days of the effective date of this Order, Respondent shall pay \$65,853.62, in

the manner described below, for reimbursement of past response costs paid by the United States. "Past response costs" are all costs, including, but not limited to, direct and indirect costs and interest, that the United States, its employees, agents, contractors, consultants, and other authorized representatives incurred and paid with regard to the Site prior to September 30, 2002.

In addition, U.S. EPA will send Respondent a bill for "oversight costs" on an annual basis. "Oversight costs" are all costs, including, but not limited to, direct and indirect costs, that the United States incurs in reviewing or developing plans, reports and other items pursuant to this AOC.

"Oversight costs" shall also include all costs, including direct and indirect costs, paid by the United States in connection with the Site between October 1, 2002 and the effective date of this AOC.

Respondent shall, within 30 calendar days of receipt of a bill, remit a cashier's or certified check for the amount of the bill made payable to the "Hazardous Substance Superfund," to the following address:

U.S. Environmental Protection Agency
Program Accounting & Analysis Section
P.O. Box 70753
Chicago, Illinois 60673

Respondent shall simultaneously transmit a copy of the check to the Director, Superfund Division, U.S. EPA Region 5, 77 West Jackson Blvd., Chicago, Illinois, 60604-3590. Payments shall be designated as "Response Costs - Dutch Boy Site" and shall reference the payer's name and address, the U.S. EPA site identification number 05VG, and the docket number of this Order.

In the event that any payment is not made within the deadlines described above, Respondent shall pay interest on the unpaid balance. Interest is established at the rate specified in Section 107(a) of CERCLA, 42 U.S.C. § 9607(a). The interest shall begin to accrue on the date of the Respondent's receipt of the bill (or for past response costs, on the effective date of this Order). Interest shall accrue at the rate specified through the date of the payment. Payments of interest made under this paragraph shall be in addition to such other remedies or sanctions available to the United States by virtue of Respondent's failure to make timely payments under this Section.

Respondent may dispute all or part of a bill for Oversight costs submitted under this Order, if Respondent alleges that U.S. EPA has made an accounting error, or if Respondent alleges that a cost item is inconsistent with the NCP.

If any dispute over costs is resolved before payment is due, the amount due will be adjusted as necessary. If the dispute is not resolved before payment is due, Respondent shall pay the full amount of the uncontested costs into the Hazardous Substance Fund as specified above on or before the due date. Within the same time period, Respondent shall pay the full amount of the contested costs into an interest-bearing escrow account. Respondent shall simultaneously transmit a copy of both checks to the OSC. Respondent shall ensure that the prevailing party or parties in the dispute shall receive the amount upon which they prevailed from the escrow funds plus interest within 20 calendar days after the dispute is resolved.

VIII. DISPUTE RESOLUTION

The parties to this Order shall attempt to resolve, expeditiously and informally, any disagreements concerning this Order.

If the Respondent objects to any U.S. EPA action taken pursuant to this Order, including billings for response costs, the Respondent shall notify U.S. EPA in writing of its objections within 10 calendar days of such action, unless the objection(s) has been informally resolved. This written notice shall include a statement of the issues in dispute, the relevant facts upon which the dispute is based, all factual data, analysis or opinion supporting Respondent's position, and all supporting documentation on which such party relies. U.S. EPA shall submit its Statement of Position, including supporting documentation, no later than 10 calendar days after receipt of the written notice of dispute. In the event that these 10-day time periods for exchange of written documents may cause a delay in the work, they shall be shortened upon, and in accordance with, notice by U.S. EPA. The time periods for exchange of written documents relating to disputes over billings for response costs may be extended at the sole discretion of U.S. EPA.

An administrative record of any dispute under this Section shall be maintained by U.S. EPA. The record shall include the written notification of such dispute, and the Statement of Position served pursuant to the preceding paragraph. Upon review of the administrative record, the Director of the Superfund Division, U.S. EPA Region 5, shall resolve the dispute consistent with the

NCP and the terms of this Order.

Respondent's obligations under this Order shall not be tolled by submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, Respondent shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with U.S. EPA's decision, whichever occurs.

IX. FORCE MAJEURE

Respondent agrees to perform all requirements under this Order within the time limits established under this Order, unless the performance is delayed by a force majeure. For purposes of this Order, a force majeure is defined as any event arising from causes beyond the control of Respondent or of any entity controlled by Respondent, including but not limited to its contractors and subcontractors, that delays or prevents performance of any obligation under this Order despite Respondent's best efforts to fulfill the obligation. Force majeure does not include financial inability to complete the work or increased cost of performance.

Respondent shall notify U.S. EPA orally within 24 hours after Respondent become aware of any event that Respondent contends constitutes a force majeure, and in writing within 7 calendar days after the event. Such notice shall: identify the event causing the delay or anticipated delay; estimate the anticipated length of delay, including necessary demobilization and re-mobilization; state the measures taken or to be taken to minimize the delay; and estimate the timetable for implementation of the measures. Respondent shall take all reasonable measures to avoid and minimize the delay. Failure to comply with the notice provision of this Section shall be grounds for U.S. EPA to deny Respondent an extension of time for performance. Respondent shall have the burden of demonstrating by a preponderance of the evidence that the event is a force majeure, that the delay is warranted under the circumstances, and that best efforts were exercised to avoid and mitigate the effects of the delay.

If U.S. EPA determines a delay in performance of a requirement under this Order is or was attributable to a force majeure, the time period for performance of that requirement shall be extended as deemed necessary by U.S. EPA. Such an extension shall not alter Respondent's obligation to perform or complete other tasks required by the Order which are not directly affected by the force majeure.

X. STIPULATED AND STATUTORY PENALTIES

For each day, or portion thereof, that Respondent fails to fully perform any requirement of this Order in accordance with the schedule established pursuant to this Order, Respondent shall be liable as follows:

1. For failure to implement the removal actions described in Section V.2.a. through f: \$3,000 for the first 14 days and \$6,000 per day thereafter.
2. For failure to submit the Work Plan, as described in Section V.2.1: \$2,000 for the first 14 days and \$4,000 per day thereafter.
3. For failure to submit written progress reports as specified in Section V.2.5: \$1,000 for the first 14 days and \$2,000 per day thereafter.
4. For failure to submit a final report as specified in Section V.2.6: \$1,000 for the first 14 days and \$2,000 per day thereafter.

Upon receipt of written demand by U.S. EPA, Respondent shall make payment to U.S. EPA within 20 calendar days and interest shall accrue on late payments in accordance with Section VII of this Order (Reimbursement of Costs).

Even if violations are simultaneous, separate penalties shall accrue for separate violations of this Order. Penalties accrue and are assessed per violation per day. Penalties shall accrue regardless of whether EPA has notified Respondent of a violation or act of noncompliance. The payment of penalties shall not alter in any way Respondent's obligation(s) to complete the performance of the work required under this Order. Stipulated penalties shall accrue, but need not be paid, during any dispute resolution period concerning the particular penalties at issue. If Respondent prevails upon resolution, Respondent shall pay only such penalties as the resolution requires. In its unreviewable discretion, U.S. EPA may waive its rights to demand all or a portion of the stipulated penalties due under this Section. Such a waiver must be made in writing.

Violation of any provision of this Order may subject Respondent to civil penalties of up to twenty-seven thousand five hundred dollars (\$27,500) per violation per day, as provided in Section 106(b)(1) of CERCLA, 42 U.S.C. § 9606(b)(1). Respondent may also

be subject to punitive damages in an amount up to three times the amount of any cost incurred by the United States as a result of such violation, as provided in Section 107(c)(3) of CERCLA, 42 U.S.C. § 9607(c)(3). Should Respondent violate this Order or any portion hereof, U.S. EPA may carry out the required actions unilaterally, pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604, and/or may seek judicial enforcement of this Order pursuant to Section 106 of CERCLA, 42 U.S.C. § 9606.

XI. RESERVATION OF RIGHTS

Except as specifically provided in this Order, nothing herein shall limit the power and authority of U.S. EPA or the United States to take, direct, or order all actions necessary to protect public health, welfare, or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants or contaminants, or hazardous or solid waste on, at, or from the Site. Further, nothing herein shall prevent U.S. EPA from seeking legal or equitable relief to enforce the terms of this Order. U.S. EPA also reserves the right to take any other legal or equitable action as it deems appropriate and necessary, or to require the Respondent in the future to perform additional activities pursuant to CERCLA or any other applicable law.

XII. OTHER CLAIMS

By issuance of this Order, the United States and U.S. EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondent. The United States or U.S. EPA shall not be a party or be held out as a party to any contract entered into by the Respondent or its directors, officers, employees, agents, successors, representatives, assigns, contractors, or consultants in carrying out activities pursuant to this Order. Each party shall bear its own costs and attorneys fees in connection with the action resolved by this Order.

Except as expressly provided in Section XIII (Covenant Not To Sue), nothing in this Order constitutes a satisfaction of or release from any claim or cause of action against the Respondent or any person not a party to this Order, for any liability such person may have under CERCLA, other statutes, or the common law, including but not limited to any claims of the United States for costs, damages and interest under Sections 106(a) or 107(a) of CERCLA, 42 U.S.C. §§ 9606(a), 9607(a).

This Order does not constitute a preauthorization of funds under Section 111(a)(2) of CERCLA, 42 U.S.C. § 9611(a)(2). The Respondent waives any claim to payment under Sections 106(b), 111, and 112 of CERCLA, 42 U.S.C. §§ 9606(b), 9611, and 9612, against the United States or the Hazardous Substance Superfund arising out of any action performed under this Order. No action or decision by U.S. EPA pursuant to this Order shall give rise to any right to judicial review except as set forth in Section 113(h) of CERCLA, 42 U.S.C. § 9613(h).

XIII. COVENANT NOT TO SUE

Except as otherwise specifically provided in this Order, upon issuance of the U.S. EPA notice referred to in Section XVII (Notice of Completion), U.S. EPA covenants not to sue Respondent for judicial imposition of damages or civil penalties or to take administrative action against Respondent for any failure to perform removal actions agreed to in this Order except as otherwise reserved herein.

Except as otherwise specifically provided in this Order, in consideration and upon Respondent's payment of the response costs specified in Section VII of this Order, U.S. EPA covenants not to sue or to take administrative action against Respondent under Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), for recovery of past and oversight costs incurred by the United States in connection with this removal action and this Order. This covenant not to sue shall take effect upon the receipt by U.S. EPA of the payments required by Section VII (Reimbursement of Costs).

These covenants not to sue are conditioned upon the complete and satisfactory performance by Respondent of its obligations under this Order. These covenants not to sue extend only to the Respondent and do not extend to any other person.

XIV. CONTRIBUTION PROTECTION

With regard to claims for contribution against Respondent for matters addressed in this Order, the Parties hereto agree that the Respondent is entitled to protection from contribution actions or claims to the extent provided by Section 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4).

Nothing in this Order precludes Parties from asserting any claims, causes of action or demands against any persons not

parties to this Order for indemnification, contribution, or cost recovery.

XV. INDEMNIFICATION

Respondent agrees to indemnify, save and hold harmless the United States, its officials, agents, contractors, subcontractors, employees and representatives from any and all claims or causes of action: (A) arising from, or on account of, acts or omissions of Respondent and Respondent's officers, heirs, directors, employees, agents, contractors, subcontractors, receivers, trustees, successors or assigns, in carrying out actions pursuant to this Order; and (B) for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between (any one or more of) Respondent, and any persons for performance of work on or relating to the Site, including claims on account of construction delays. Nothing in this Order, however, requires indemnification by Respondent for any claim or cause of action against the United States based on negligent action taken solely and directly by U.S. EPA (not including oversight or approval of plans or activities of the Respondent).

XVI. MODIFICATIONS

Modifications to any plan or schedule may be made in writing by the OSC or at the OSC's oral direction. If the OSC makes an oral modification, it will be memorialized in writing within 7 calendar days; however, the effective date of the modification shall be the date of the OSC's oral direction. Any other requirements of this Order may be modified in writing by mutual agreement of the parties.

If Respondent seeks permission to deviate from any approved plan or schedule, Respondent's Project Coordinator shall submit a written request to U.S. EPA for approval outlining the proposed modification and its basis.

No informal advice, guidance, suggestion, or comment by U.S. EPA regarding reports, plans, specifications, schedules, or any other writing submitted by the Respondent shall relieve Respondent of its obligations to obtain such formal approval as may be required by this Order, and to comply with all requirements of this Order unless it is formally modified.

XVII. NOTICE OF COMPLETION

When U.S. EPA determines, after U.S. EPA's review of the Final Report, that all work has been fully performed in accordance with this Order, except for certain continuing obligations required by this Order (e.g., record retention, payment of costs), U.S. EPA will provide written notice to the Respondent. If U.S. EPA determines that any removal activities have not been completed in accordance with this Order, U.S. EPA will notify the Respondent, provide a list of the deficiencies, and require that Respondent modify the Work Plan if appropriate to correct such deficiencies. The Respondent shall implement the modified and approved Work Plan and shall submit a modified Final Report in accordance with the U.S. EPA notice. Failure to implement the approved modified Work Plan shall be a violation of this Order.

XVIII. SEVERABILITY

If a court issues an order that invalidates any provision of this Order or finds that Respondent has sufficient cause not to comply with one or more provisions of this Order, Respondent shall remain bound to comply with all provisions of this Order not invalidated by the court's order.

XIX. EFFECTIVE DATE

This Order shall be effective upon receipt by Respondent of a copy of this Order signed by the Director, Superfund Division, U.S. EPA Region 5.

IN THE MATTER OF:

Dutch Boy Site
Chicago, Illinois

SIGNATORIES

Each undersigned representative of a signatory to this Administrative Order on Consent certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to bind such signatory, its directors, officers, employees, agents, successors and assigns, to this document.

Agreed this _____ day of _____, _____.

By _____

IT IS SO ORDERED AND AGREED

BY: _____
William E. Muno, Director
Superfund Division
United States
Environmental Protection Agency
Region 5

DATE: _____